

Canal Winchester

*Town Hall
10 North High Street
Canal Winchester, OH 43110*



Meeting Agenda

October 1, 2018

6:00 PM

City Council

*Bruce Jarvis – President
Mike Walker – Vice President
Jill Amos
Will Bennett
Bob Clark
Mike Coolman
Patrick Lynch*

A. Call To Order**B. Roll Call****C. Also In Attendance**

Mayor Ebert, Matt Peoples, Lucas Haire, Amanda Jackson

D. Request for Council Action**RES-18-016**

Public Service

A Resolution In Support Of Stormwater Awareness Week ([Resolution](#))

- Request to move to full Council

ORD-18-034

Development

An Ordinance To Authorize The Mayor To Enter Into A Real Estate Sale And Purchase Contract With The Central Ohio Community Improvement Corporation To Acquire 18 West Waterloo Street Also Known As Franklin County Tax Parcel Number 184-000163-00, And Declaring An Emergency ([Ordinance, Purchase Contract](#))

- Request to move to full Council

ORD-18-035

Finance

An Ordinance To Amend The 2018 Appropriations Ordinance 17-049, Amendment #4 ([Ordinance, Appropriations Amend Memo 4](#))

- Request to move to full Council

E. Reports

Matt Peoples -Lucas

Haire -Amanda

Jackson -

F. Items for Discussion

18-110

McGill Park Update

G. Old/New Business**H. Adjournment**

RESOLUTION NO. 18-016

A RESOLUTION IN SUPPORT OF STORMWATER AWARENESS WEEK

WHEREAS, urban stormwater runoff is the threat to water quality in Canal Winchester; and,

WHEREAS, population growth, residential and commercial development, and the resulting changes to the landscape will only increase stormwater quality and quantity concerns throughout Franklin County; and,

WHEREAS, these impacts cannot be entirely avoided or eliminated but can be minimized; and,

WHEREAS, the need arises not only from the regulatory requirements of EPA General Construction and Municipal Stormwater rules, but also from the recognition that citizens and local decision makers will benefit from a greater awareness of how the cumulative impacts of decisions at home, at work and through local policies impact our water quality, stream corridors and flooding; and,

WHEREAS, the development and implementation of effective, outcomes-based stormwater education and outreach programs will meet the related federal stormwater pollution control requirements and those of the communities they serve so that Franklin County and the Greater Columbus region continues to be a great place to live, work and play.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That the City of Canal Winchester fully supports the recognition of the 2nd calendar week in October as Stormwater Awareness Week.

Section 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Clerk of Council

ORDINANCE NO. 18-034

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A REAL ESTATE SALE AND PURCHASE CONTRACT WITH THE CENTRAL OHIO COMMUNITY IMPROVEMENT CORPORATION TO ACQUIRE 18 WEST WATERLOO STREET ALSO KNOWN AS FRANKLIN COUNTY TAX PARCEL NUMBER 184-000163-00, AND DECLARING AN EMERGENCY

WHEREAS, the City of Canal Winchester desires to acquire a parcel of land owned by the Central Ohio Community Improvement Corporation for economic development purposes; and

WHEREAS, the City and the Central Ohio Community Improvement Corporation have cooperated to bring this property back into a developable state and return it to a productive use over the last twelve years, and

WHEREAS, the City hereby finds and determines that acquiring 18 West Waterloo Street will promote the welfare of the residents of the City, and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, OHIO:

Section 1: That the Mayor or his designee be and hereby is authorized and directed to sign the real estate sale and purchase contract substantially similar to Exhibit A which is attached hereto and made part hereof.

Section 2: That this Ordinance is hereby declared to be an emergency measure necessary for the public health, safety and welfare, such emergency arising from the exigencies of the agreement and the need to immediately begin preparations for the transfer of the land WHEREFORE, this Ordinance shall take effect and be in force from and after its passage.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

REAL ESTATE SALE AND PURCHASE CONTRACT

This Real Estate Sale and Purchase Contract (this “Contract”) is made and entered into this ____ day of _____, 2018 (the “Effective Date”), by and between CENTRAL OHIO COMMUNITY IMPROVEMENT CORPORATION (“COCIC”), with a business address of 845 Parsons Avenue, Columbus, Ohio 43206, and THE CITY OF CANAL WINCHESTER, with a business address of 36 South High Street, Canal Winchester, Ohio 43110 (“City”) (COCIC and City each a “Party” and collectively the “Parties”).

1. Background. COCIC is organized under Chapters 1702 and 1724 of the Ohio Revised Code as an Ohio non-profit corporation, a community improvement corporation and a land reutilization corporation and is operated for the purposes, among others, of facilitating the reclamation, rehabilitation and reutilization of vacant, abandoned, tax-foreclosed or other property and of promoting economic and housing development, all in Franklin County, Ohio. COCIC acquired the Property, as hereinafter defined, that is the subject of this Contract, and has expended approximately \$283,564 for environmental testing and remediation (\$134,032 of which has been reimbursed by a United States Environmental Protection Agency grant). City has expended approximately \$21,990 for demolition, maintenance sidewalk repair and tree removal with respect to the Property (the “Property Intervention Costs”). City desires to acquire the Property and develop such Property for a public purpose.

2. Basic Agreement. COCIC agrees to convey to City, and City agrees to purchase, the real property situated generally at 18 West Waterloo Street, Canal Winchester, Ohio 43110 and identified as Franklin County Tax Parcel No. 184-000163-00 (the “Property”) on the terms and conditions hereinafter set forth.

3. Purchase Price. The purchase price shall be Seventy-Five Thousand Dollars (\$75,000.00) for the Property. At Closing, COCIC shall credit against the purchase price the amount of \$21,990 to reimburse City for Property Intervention Costs.

4. Title and Deed. COCIC has provided to City a title insurance commitment, issued by First American Title Insurance Company as Commitment Number LB097 (the “Title Commitment”). COCIC covenants and agrees to convey to City, at Closing, as such term is hereinafter defined, the same quality of title as shown in the Title Commitment and to provide to City, promptly after the Closing, a fully paid owner’s title insurance policy (the “Title Policy”) insuring such title in City, with coverage in the amount of the purchase price or such lesser amount as may be required by applicable governmental rules or regulations governing such matters, and with such endorsements as are normally provided as community practice. Conveyance of the Property shall be by statutory limited warranty deed (the “Deed”).

5. Impositions Defined. For the purposes of this Contract, “Impositions” shall mean all real property taxes and any certified general or special assessments.

6. Closing; Possession; Risk of Loss. Parties shall close the conveyance of the Property (the “Closing”) on a mutually agreeable time and date, not later than thirty (30) days after the

Effective Date. COCIC shall surrender its possession of the Property to City immediately upon the Closing. COCIC shall bear the risk of loss to the Property until the Closing.

7. COCIC's Closing Obligations. COCIC shall:

(a) Execute and deliver a validly executed, transferable and recordable Deed conveying the Property to City; a mutually agreeable form of settlement statement; an affidavit certifying that COCIC is not a "foreign person"; and an affidavit in accordance with community practice sufficient for the title insurance company to delete the standard mechanic's lien and possession exceptions.

(b) Pay all conveyance fees, transfer fees and recording fees for instruments necessary to conclude the conveyance of the Property, giving effect to any exemptions that may apply, and all title charges and premiums with respect to the Title Commitment and Title Policy.

(c) The Parties acknowledge that the Property is currently exempt from real estate taxation; thus, there are no Impositions that are past due, currently payable or accrued and not yet payable.

8. City's Closing Obligation. City shall execute and deliver the purchase price at Closing (credited, as applicable, for the Property Intervention Costs), together with a mutually agreeable form of settlement statement and customary purchaser title documents.

9. As-Is, Where-Is Condition; Unpaid Utility Charges. City acknowledges that City has performed all inspections and evaluations of the Property as City deems necessary. City agrees to accept the Property at the Closing in its then AS-IS, WHERE-IS condition, with all faults and without express or implied warranty of any kind, including any warranty as to physical or legal condition. Further, City agrees to accept the Property subject to any and all accrued, but unpaid public utility charges not assessed for collection, including any that may preclude the right of City in any request for the forgiveness of such charges. The City assumes all risks of non-discovery of any physical or legal condition affecting the Property.

10. Brokers. City and COCIC each represents and warrants to the other that it has represented itself in this transaction, and no broker, finder, or real property agent is entitled to a commission relating to this Contract or the Property.

11. Notices. For any notice under this Contract to be effective, it must be in writing and, for notices given by COCIC, emailed to City at lhaire@canalwinchesterohio.gov and, for notices given by City, emailed to COCIC at cwilliams@cocic.org, or any Party may give written notice to the other Party by U.S. Registered Mail at the business address aforesaid. Any Party may change its email or business address or addresses, by notice as required under this subsection. Notice shall be deemed received on the third full day after it was emailed or mailed.

12. Entire Agreement; Modification; Waiver. This Contract constitutes the entire agreement between COCIC and City with respect to the conveyance of the Property and there are no representations, oral or written, that have not been incorporated herein. No modification of this Contract will be effective unless it is in writing and signed by the Parties. No waiver of any right or obligation under this Contract will be effective unless it is in writing and signed by the Party granting the waiver.

13. Choice of Law. The laws of the State of Ohio, without giving effect to principles of conflicts of law, govern all matters arising under or in connection with this Contract.

14. Time. Time is of the essence in the performance of this Contract.

15. Successors and Assigns. This Contract shall be binding upon and inure to the benefit of COCIC, City and their respective successors and assigns, except where expressly proscribed. City shall be permitted to assign its rights hereunder to an affiliate of City upon notice to COCIC.

IN WITNESS WHEREOF:

COCIC:

CENTRAL OHIO COMMUNITY
IMPROVEMENT CORPORATION

By: Curtiss L. Williams, Sr.

Name: _____

Its: President & CEO

PURCHASER:

CITY OF CANAL WINCHESTER

By: Michael Ebert

Name: _____

Its: Mayor

0128850.0615530 4815-4278-6921v2

ORDINANCE NO. 18-035

AN ORDINANCE TO AMEND THE 2018 APPROPRIATIONS ORDINANCE 17-049, AMENDMENT #4

WHEREAS, the City Council desires to proceed with activities of the City which require changes in the appropriations to accommodate those activities;

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, OHIO:

Section 1: That the 2018 Annual Appropriations Ordinance be amended by appropriating from the unappropriated monies of the General Fund \$264,000.00 to the following functions; and

<u>Department</u>	<u>Function</u>	<u>Amount</u>
Development	Operating Expenses	\$ 20,000.00
Lands and Buildings	Capital Outlay	\$ 54,000.00
Administration	Operating Expenses	\$ 150,000.00
Construction Services	Operating Expenses	\$ 40,000.00

Section 2: That the 2018 Annual Appropriations Ordinance be amended by appropriating from the unappropriated monies of the Water Fund \$50,000.00 to the Plant – Operating Expenses function; and

Section 3: That the 2018 Annual Appropriations Ordinance be amended by appropriating from the unappropriated monies of the Sewer Fund \$10,000.00 to the Plant – Operating Expenses function; and

Section 4: That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

ATTEST _____
CLERK OF COUNCIL

PRESIDENT OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council



To: Members of City Council

From: Amanda Jackson, Finance Director

Date: September 27, 2018

RE: Appropriation Amendment #4

MEMORANDUM

Appropriation Amendment #4 for the 2018 Appropriations serves to accomplish the following:

General Fund – Appropriate \$264,000.00 from the fund balance of \$8,729,242.73 (as of 9/25/18)

- \$20,000.00 to Development Operating Expenses for additional plan review and inspection fees to be incurred by the end of the year.
- \$54,000.00 to Lands & Buildings Capital Outlay for the purchase of property located next to Town Hall.
- \$150,000.00 to Administration Operating Expenses for the CEDA Income Tax Sharing Agreement.
- \$40,000.00 to Construction Services Operating Expenses for inspection services related to Villages of Westchester Section 13 construction. These fees will be reimbursed by the developer at a later date.

Water Fund – Appropriate \$50,000.00 from the fund balance of \$1,226,348.00 (as of 9/25/18) to Plant Operating Expenses for chemicals. Due to changes made to the hardness level of the water, an increase in overall flow, and a \$15/per ton increase in the cost of salt, the originally estimated chemical budget was not sufficient to cover the entire year.

Sewer Fund – Appropriate \$10,000.00 from the fund balance of \$1,973,108.15 (as of 9/25/18) to Plant Operating Expenses for miscellaneous contract services due to unforeseen issues using the originally budgeted balance to date.

Please let me know if you have any questions.